

**Rate Sheet for Technical Services
Domestic Assignments****Rates:**

1. Basic charge for an eight-hour day (work and/or travel) **\$824.00**
2. Minimum daily charge is one (1) day, or eight (8) hours.
3. Overtime rates of one and one-half (1-1/2) times the basic charge will apply for all hours (work and/or travel) in excess of eight hours on Mondays through Fridays, and for all hours (work and/or travel) on Saturdays and Sundays.
4. Two (2) hour additional charge for split shift Technical Assistance.
5. Two (2) times the basic charge applies for all work and/or travels completed on Air Preheater holidays.
6. Travel expenses to and from the jobsite and local travel expenses incurred during the duration of the assignment are billed at actual cost. Company car rates are \$.38 per mile.
7. Lodging, meals and related living expenses are billed at actual cost. Receipts for meals are not provided.
8. For non-working days in the vicinity of the jobsite and prior to the end of the assignment, local travel, lodging, meals and related living expenses are billed at cost.

Effective Dates:

1. The effective date is determined by the first day of work and/or travel for a specific assignment.
2. The above rates apply for effective dates beginning on April 1, 2002 through March 31, 2003.

Indemnity Provision:

The Seller agrees to indemnify and hold harmless the Purchaser and/or Owner, its officers and employees from and against any loss, costs, damages, expenses, claims or suits for bodily injuries, including death or property damage of third parties to the extent caused by the negligent acts or omissions of the Seller or its employees, which occur while at jobsite. In the event that a claim is presented to the Purchaser and/or Owner for which the Purchaser and/or Owner will seek indemnification under this paragraph, the Purchaser and/or Owner shall notify Seller, in writing, within ten (10) days of the receipt of such claim; failure to do so shall relieve the Seller of any and all liability under this paragraph.

Limitation of Liability

Seller's liability to Purchaser and Owner under the Purchase Order and Contract or any other cause of action relating to the subject matter of the Purchase Order or Contract, whether based on contract, warranty, tort (including negligence), strict liability, professional liability, indemnity or otherwise, will not exceed the greater of \$100,000 or two (2) times the value of the Purchase Order or Contract, and in no event shall Seller be liable for loss of profits or revenue, costs of replacement power or capital, claims of Purchaser's or Owner's customers, or incidental or consequential damages of any nature.

These provisions for Indemnity and Limitation of Liability shall apply and prevail over any inconsistent provisions elsewhere in any Purchase Order or Contract for Services and we expressly reject any such conflicting provisions.

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ALSTOM Power Inc.
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**Lynndyl Unit #2
33.5VIT**

Estimated Manhours for Air Preheater Clearflow™ Modifications (1 Air Heater)					
Step	Operation	Number of Shifts¹		Men	
		12	Hrs/Shift	Direct	Support
1	Remove all hot and cold end baskets and hot and cold rotor seals	8		8	3
2	Remove cold end gratings	4		8	3
3	Mark and cut cold end stay plates	3		8	3
4	Clean up areas for rework	1		8	3
5	Layout for new cold end stay plate locations	2		8	3
6	Install new cold end stay plates with basket support bars	4		8	3
7	Re-install cold end rotor covers and sealweld in place	2		8	3
8	Install new cold end baskets	5		8	3
9	Install Basket Seals	2		8	3
10	Install new hot end baskets and tab as needed	3		8	3
11	Install hot and cold end rotor seals to spec	4		8	3
Totals¹		38		11	5,016

Note 1: Actual number of shifts could be lower with work overlap. Man-hours do not include mobilization, de-mobilization, material handling, supervision or local labor factors.

Note 2: Estimate excludes other work such as routine maintenance and other repairs.

Note 3: Manhours are for planning purposes only and are not intended to be used as actual contractor hours.

PRELIMINARY PRODUCTION SCHEDULE

Customer: Intermountain Power Service Corp.
APC Proposal No: 3GS-1034
LAP- 4100

FUNCTION		2003																				2004					
		August				September				October				November				December				January					
week		32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53-1	2	3	4	5
ENGINEERING																											
BUYERS REVIEW																											
PURCHASING																											
RECEIVE MATERIALS																											
MANUFACTURING																											
SHIPPING																											

PLANNED ☐

Milestone Dates:
Order receipt : 8/1/2003
Submit drawings: 9/26/2003
Final ship date: 1/23/2004

Schedule

ALSTOM POWER
Air Preheater Company

5/9/03

IP7_033967